

**Addendum # 1**  
**Ardis T. Williams, Sr. Auditorium**

**INSURANCE AND INDEMNITY:** In connection with each event presented by the CLIENT, CLIENT shall provide AUDITORIUM with a certificate of insurance for comprehensive general liability, including blanket contractual liability, in the amount of \$1,000,000.00 combined single limit for injuries and property damage, including death, sustained by any one person; \$1,000,000.00 in the aggregate per event plus \$500,000.00 for property damage. The terms of the coverage shall coincide with the date(s) of this Facility Use Agreement, including move-in, rehearsals, set-up, move-out and teardown. The insurance policy shall have no encumbrances, which preclude settlement of such claims against it with reference to the event(s) noted in this Facility Use Agreement. In certain circumstances and for certain events that pose higher exposure of liability, AUDITORIUM may at its sole discretion, mandate higher limits of coverage than described in this section.

**CLIENT shall name the Board of Mayor and Aldermen, employees, elected and appointed, of the City of Vicksburg, Mississippi, Willis T. Thompson, Thomas J. Mayfield, and Vickie Y. Bailey, individually, as additional insureds.**

**Certificate Holder:**

**Ardis T. Williams, Sr. Auditorium**  
**The Mayor and Aldermen of the City of Vicksburg**  
**Post Office Box 150**  
**Vicksburg MS 39180**

Aggregate limits as they relate to insurance requirements here stated shall be on a per event basis. All coverage and limits shall be in an occurrence basis, and not on a claim made basis.

In the event CLIENT does not provide proper certification of the insurance coverage to AUDITORIUM fourteen (14) business days prior to the first date of facility use, this agreement automatically releases AUDITORIUM and its employees from any and all liability pertaining to the use of said facility and may result in the event being automatically canceled. AUDITORIUM may opt to obtain event insurance and hold CLIENT liable for payment on the coverage if AUDITORIUM so chooses. Additionally, CLIENT hereby agrees to release and indemnify AUDITORIUM and to hold AUDITORIUM, its agents and employees harmless from all liability to any participant or invitee.

**Please, purchase my insurance for me. I understand this cost will be part of the additional incidental fee I will pay prior to the contracted date.**

**I will provide my own insurance and the certificate of insurance will be provided to the AUDITORIUM 14 days prior to the first date of facility use.**

CLIENT agrees to indemnify and hold harmless the AUDITORIUM and CITY, their respective subsidiaries, affiliates, directors, officers, employees, insurers and agents from any and all claims, demands, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property prior to, during or subsequent to the period covered by this Facility Use Agreement arising from any activity undertaken by CLIENT, or by AUDITORIUM or their employees or agents in the performance of any terms, conditions or promises under this Facility Use Agreement or in the use of the facilities leased or services obligated hereunder, except with the respect to any claim proven to be solely to the willful act of the AUDITORIUM, from which claim AUDITORIUM similarly agrees to indemnify CLIENT. In addition, CLIENT will protect, indemnify and save harmless AUDITORIUM from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including court costs and attorney's fees and related disbursements) imposed upon, incurred by, or asserted against AUDITORIUM by reason of any accident, injury to, or death of persons, or loss of or damage to property occurring on or about the AUDITORIUM arising out of, connected with, or related to the use of the AUDITORIUM by CLIENT as contemplated by this Facility Use Agreement except where caused by the negligence of AUDITORIUM, its agents, employees or invitees. In the case any action, suit or legal proceeding is brought against the AUDITORIUM by reason of any such occurrence, CLIENT (at its expense) will resist, and defend such action, suit, or proceeding, or cause the same to be resisted and defended by counsel subject to AUDITORIUM'S reasonable approval. If CLIENT fails to provide an acceptable attorney and to commence defense within fifteen (15) days of the date of the claim or legal proceeding was filed, then AUDITORIUM can employ an attorney and defend said claim and/or legal proceeding and CLIENT will reimburse AUDITORIUM for all such costs incurred.

Any and all property owned by CLIENT or under CLIENT'S custody or control that is kept in the AUDITORIUM and/or premises owned by AUDITORIUM is at CLIENT'S own risk. AUDITORIUM shall have no liability whatsoever if any such property is damaged, destroyed or lost regardless of cause while it is located in the AUDITORIUM or on other premises owned by the AUDITORIUM.

AUDITORIUM shall not be responsible or held liable for any loss or damage to any property which is owned by CLIENT, CLIENT'S agents or under CLIENT'S control, no matter what the cause, while moving into or moving out of or during storage in the AUDITORIUM. The AUDITORIUM shall not be liable to the CLIENT, its employees or agents for any defects, which at the time of acceptance of the premises exist or which may thereafter develop while being used by the CLIENT.

**CLIENT:**

**Ardis T. Williams, Sr. Auditorium**

**CITY OF VICKSBURG**

**Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Deborah A. Kaiser-Nickson, City Clerk**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_